

AGENDA

***REVISED 09-09-2011**

JEFFERSON COUNTY BOARD MEETING

Tuesday, September 13, 2011 7:00 p.m.

Jefferson County Courthouse
320 South Main Street, Room 205
Jefferson, WI 53549

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **CERTIFICATION OF COMPLIANCE WITH OPEN MEETING LAW**
5. **REVIEW OF THE AGENDA**
6. **APPROVAL OF AUGUST 9, 2011 COUNTY BOARD MINUTES**
7. **COMMUNICATIONS**
 - a. Treasurer's Monthly Report (Addendum to Agenda)
 - b. Zoning Committee Notice of Public Hearing, September 15, 2011, 7:00 p.m. Rm 205 (Page 1-2)
8. **PUBLIC COMMENT**
- 8.1 ***ANNUAL REPORTS**
 - a. Historic Sites Preservation Commission – John Molinaro
 - b. Land Information – Andy Erdman
 - c. Land and Water Conservation – Mark Watkins
 - d. Planning and Zoning – Rob Klotz
- COMMITTEE REPORTS / RESOLUTIONS / ORDINANCES**
9. **PLANNING & ZONING COMMITTEE**
 - a. Report – Approval of Petitions (Page 3)
 - b. Ordinance – Amend Zoning Ordinance (Page 4-5)
 - c. Resolution – Accepting donation of agricultural conservation easement (Page 6-16)
10. **ADMINISTRATION AND RULES COMMITTEE**
 - a. Resolution – Create new supervisory district boundaries (Page 17-20)
 - b. Resolution – Opposing enactment of Assembly Bill 107 (Page 21)
11. **FARMLAND CONSERVATION EASEMENT COMMISSION**
 - a. Resolution – Jefferson County Board support for purchase of an agricultural conservation easement by the Land Trust Network of Jefferson County (Page 22)
12. **FINANCE COMMITTEE**
 - a. Resolution – Authorize two year extension of the worker's compensation third party administration contract (Page 23-28)
 - b. Resolution – Disallowing the claim of Ingenix Subrogation Services on behalf of United Healthcare for injuries sustained by Linda J. Nottling (Page 29)
 - c. Resolution – Disallowing the claim of Ronald Bauer (Page 30)

13. HUMAN RESOURCES COMMITTEE
 - a. Ordinance – Amend Personnel Ordinance to create a Grievance Resolution Process and a Whistleblower Policy (Page 31-36)
 - b. Resolution – Employer option selection resolution – Wisconsin Public Employers’ Group Health Insurance Program (Page 37)
 - c. Resolution – Creating one full-time Court Clerk II - General position (Page 38)
- 13.1 *HUMAN SERVICES BOARD
 - a. Resolution – Authorization to proceed with contract to form and join Income Maintenance Administration Consortium (Addendum to Agenda)
14. PARKS COMMITTEE
 - a. Ordinance – Authorizing the Parks Director to grant permits to groups for park usage outside normal park hours (Page 39)
15. ANNOUNCEMENTS
 - a. Donation to Parks Endowment Fund
16. ADJOURN

NEXT COUNTY BOARD MEETING, OCTOBER 11, 2011 7:00 P.M. ROOM 205

The Sheriff's Office will be hosting an Open House and light lunch before the October 11th County Board meeting. Lunch will be served from 5:00 – 5:30 p.m. followed with a tour of the Sheriff's Office and a shuttle to the Annex Building and the new training facility, formerly known as the Lake Mills Conservation Club. The shuttle will return by 6:40 p.m. in time for the County Board meeting. If you plan on attending, please RSVP to Terry Wyse, (920) 674-7329, no later than Friday, September 30th.

NOTICE OF PUBLIC HEARING

JEFFERSON COUNTY PLANNING AND ZONING COMMITTEE

Steve Nass, Chair; Greg David, Vice-Chair; Don Reese, Secretary; Amy Rinard; Jan Rooou

1. **Call to Order**
2. **Roll Call**
3. **Certification of Compliance With Open Meetings Law Requirements**
4. **Review of Agenda**
5. **Public Hearing**

NOTICE IS HEREBY GIVEN that the Jefferson County Planning and Zoning Committee will conduct a public hearing at 7 p.m. on Thursday, September 15, 2011, in Room 205 of the Jefferson County Courthouse, Jefferson, Wisconsin. A hearing will be given to anyone interested in the proposals. **PETITIONERS, OR THEIR REPRESENTATIVES, SHALL BE PRESENT.** Matters to be heard are petitions to amend the zoning ordinance of Jefferson County, applications for conditional use permits and a text amendment to the Jefferson County Shoreland Protection Ordinance, Sec. 11.10 of the Jefferson County Zoning Ordinance. A map of the properties affected may be obtained from the Zoning Department. If you have questions regarding these matters, please contact Zoning at 920-674-7131.

FROM AGRICULTURAL A-1 TO A-3, RURAL RESIDENTIAL

3541A-11 – Mark Schellinger/MA & JA & Scott Schellinger Property: Rezone approximately 2 acres of PIN 006-0716-2712-000 (49.01 Acres) to create a new building site near **N5614 CTH F** in the Town of Concord.

FROM AGRICULTURAL A-1 AND A-2, AGRIBUSINESS TO A-3, RURAL RESIDENTIAL

3542A-11 – Scott & Cynthia Behrens: Rezone all of PIN 016-0514-0531-000 (3 Acres) to allow for home replacement meeting all necessary setbacks at **N2223 Falk Road** in the Town of Koshkonong.

CONDITIONAL USE PERMIT APPLICATIONS

CU1671-11 – Michael & Laurie Brittnacher: Conditional use to allow an addition to a detached garage, creating an extensive on-site storage structure in the Residential R-2

zone at **W4811 STH 106**. The site is on PIN 010-0615-3132-002 (0.606 Acre) in the Town of Hebron.

CU1672-11 – Larry Trieloff/Rick & Kelly Calacci Property: Conditional use to allow an addition to a detached garage, creating an extensive on-site storage structure in a Residential R-1 zone. The site is at **N4254 Island Lane** in the Town of Oakland, on PIN 022-0613-0834-000 (1.17 Acre).

CU1673-11 – Beth A Johnson/Ray I Scroggins, Vi Pupp Scroggins Trust Property: Conditional use to have horses in the Residential R-2 zone at **N9269 Kohlhoff Lane**, Town of Watertown, on PIN 032-0815-1121-008 (12.8 Acres).

TEXT AMENDMENT

3543T-11 – Text Amendment to the Jefferson County Zoning Ordinance: Revision of Sec. 11.10, Shoreland Protection Ordinance, a part of the Jefferson County Zoning Ordinance, in accordance with Sec. 59.69 and Sec. 59.692 of Wis. Stats., and NR115 Wis. Administrative Rule. The entire proposed amendment can be reviewed at the Jefferson County Zoning Department, 320 S. Main St., Jefferson, WI or online at <https://www.jeffersoncountywi.gov/UserFiles/Zoning%20and%20Planning/files/ordinance/Shoreland%20Ordinance.pdf>

6. Adjourn

Individuals requiring special accommodations for attendance at the meeting should contact the County Administrator at 920-674-7101 24 hours prior to the meeting so that appropriate arrangements can be made.

**REPORT
TO THE HONORABLE MEMBERS OF THE JEFFERSON COUNTY
BOARD OF SUPERVISORS**

The Jefferson County Planning and Zoning Committee, having considered petitions to amend the zoning ordinance of Jefferson County, filed for public hearing held on August 18, 2011, as required by law pursuant to Wisconsin Statutes, notice thereof having been given, and being duly advised of the wishes of the town boards and persons in the areas affected, hereby makes the following recommendations:

**APPROVAL OF PETITIONS 3533A-11, 3534A-11, 3535A-11, 3537A-11,
3540A-11, 3538A-11 and 3539A-11**

DATED THIS TWENTY-NINTH DAY OF AUGUST 2011

Donald Reese, Secretary

**THE EFFECTIVE DATE OF THE PRIOR MONTH'S AMENDMENT 3532A-11 IS
AUGUST 16, 2011.**

ORDINANCE NO. 2011-_____

Amend Zoning Ordinance

WHEREAS, the Jefferson County Board of Supervisors has heretofore been petitioned to amend the Jefferson County Zoning Ordinance, and

WHEREAS, Petitions 3533A-11, 3534A-11, 3535A-11, 3537A-11, 3540A-11, 3538A-11 and 3539A-11 were referred to the Jefferson County Planning and Zoning Committee for public hearing on August 18, 2011, and

WHEREAS, the proposed amendments have been given due consideration by the Board of Supervisors in open session,

NOW, THEREFORE, BE IT ORDAINED that the Jefferson County Board of Supervisors does amend the zoning ordinance of Jefferson County (and official zoning maps) as follows:

FROM RESIDENTIAL R-2 AND AGRICULTURAL A-1 TO A-3, RURAL RESIDENTIAL

Rezone to create a 5.99-acre lot with existing home at W3356 Beryl Drive and a 1.35-acre vacant lot adjacent. The site is on PINs 032-0815-1541-001 (5.94 acres) zoned R-2 and 032-0815-1541-004 (1.65 acres) zoned A-1. Rezoning is conditioned upon road access approval for each lot, upon receipt by Zoning of a soil test showing sites for installation of both the initial and replacement private sewage systems for the vacant lot and upon receipt and recording of a final certified survey map. The rezoning shall be null and void and of no effect one year from the date of County Board approval unless all applicable conditions have been completed by that date. (3533A-11 and 3534A-11 – Kyle & Kelly Bergdoll)

FROM AGRICULTURAL A-1 TO A-3, RURAL RESIDENTIAL

Rezone 2 acres of PIN 010-0614-2623-000 (34 acres) for a new residential building site on Pine Lane in the Town of Hebron. This action is conditioned upon road access approval by the Town, upon receipt by Zoning of a soil test showing sites for installation of both initial and replacement private sewage systems, upon receipt and recording of a final certified survey map for the lot. Slopes greater than 20% shall not be used for driveway or any other construction; the rezoning shall be null and void and of no effect one year from the date of County Board approval unless all applicable conditions have been completed by that date. (3535A-11 – Thomas Waldmann Trust)

Create a 4-acre lot on CTH J for a new building site in the Town of Oakland. The site is part of PIN 020-0613-2344-000 (39.142 acres). Rezoning is conditioned upon road access approval by the County Highway Department, upon receipt of a soil test showing sites for installation of both initial and replacement private sewage systems, upon receipt and recording of the final certified survey map for the lot including extraterritorial plat review if necessary. No development is allowed on slopes exceeding 20%. The rezoning shall be null and void and of no effect one year from the date of County Board approval unless all applicable conditions have been completed by that date. (3537A-11 – David & Alice Kemna)

Modify previous conditions of approval for a two-acre lot on Buckingham Road, to be created without a shared driveway as originally required by Zoning Amendment 3241-07. The site is part of PIN 016-0514-2532-001 (11.587 acres) in the Town of Koshkonong, and was previously approved with conditions on May 8, 2007. All other conditions of the original approval stand: road access approval by the Town, receipt of a soil test showing sites for installation of both initial and replacement private sewage systems and receipt and recording of a final certified survey map for the lot including extraterritorial plat review, if necessary. The rezoning shall be null and void and of no effect one year from the date of County Board approval unless all applicable conditions have been completed by that date. (3540A-11 – Richard Mortimer).

FROM AGRICULTURAL A-1 TO A-3, RURAL RESIDENTIAL AND N, NATURAL RESOURCES

Rezone 4 acres of PIN 028-0513-0121-000 (108.17 acres) for a new building site on CTH J and rezone 7.5 acres adjacent to it for a Natural Resource zone, both in the Town of Sumner. Rezoning is conditioned upon road access approval by the County Highway Department for both lots, upon receipt of a soil test showing sites for installation of both initial and replacement private sewage systems for the building site and upon receipt and recording of the final certified survey map including driveway access points and extraterritorial plat review, if necessary. The rezoning shall be null and void and of no effect one year from the date of County Board approval unless all applicable conditions have been completed by that date. (3538A-11 and 3539A-11 – Brian Borchardt/Ethel Borchardt Trust property)

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

Ordinance Requested by the
Planning and Zoning Committee

09-13-11

Deb Magritz: 9-2-11

RESOLUTION NO. 2011-_____

Resolution accepting donation of agricultural conservation easement

WHEREAS, Thomas Burlingham and Margaret Burlingham have offered to donate an agricultural conservation easement on 60 acres consisting of 40 acres of cropland, 11.4 acres in the CREP program, together with a pond and woods on Island Road, Town of Palmyra, Jefferson County, Wisconsin, to Jefferson County as part of the County's Farmland Conservation Easement Program, and

WHEREAS, the offer has been reviewed by the Jefferson County Planning & Zoning Committee, which recommends acceptance of said offer,

NOW, THEREFORE, BE IT RESOLVED that the County Clerk is authorized to execute such documents as may be necessary to accept the grant of an agricultural conservation easement from Thomas and Margaret Burlingham for the property more particularly described as Parcel Identification Numbers 024-0516-0943-000 and 024-0516-0942-000.

BE IT FURTHER RESOLVED that Jefferson County expresses its gratitude to the Burlinghams for making this donation.

Fiscal Note: No fiscal impact. Staff will need to monitor the use of the land in the future.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

Requested by
Planning & Zoning Committee

09-13-11

Philip C. Ristow: 08-15-11

GRANT OF AGRICULTURAL
CONSERVATION EASEMENT

Document Number

THIS GRANT OF AGRICULTURAL CONSERVATION EASEMENT (the Grant) is made as of this _____ day of August, 2011, by Thomas P Burlingham and Margaret V Burlingham, husband and wife, as marital property, having an address of N1718 County Road E, Palmyra, WI 53156 (Grantors), in favor of Jefferson County, a Wisconsin quasi-municipal corporation having an address at 320 South Main Street, Jefferson, WI 53549 (Grantee).

WITNESSETH:

WHEREAS, Grantors are the owners in fee simple of certain real property in Jefferson County, Wisconsin, which Grantors own free and clear of all liens and encumbrances and have the full right to grant and convey this Grant, more particularly described as follows (the Property):

The W.1/2 S.E.1/4 of Section 9, Township 5 North, Range 16 East, Town of Palmyra, Jefferson County, Wisconsin, lying South and East of the drainage ditch. Excepting therefrom the following: That part of the N.W.1/4 of the S.E.1/4 of Section 9, Township 5 North, Range 16 East, lying North and West of a ditch, said ditch extending from the Northeast corner of said quarter quarter section and extending Southwesterly in a straight line to the Southwest corner of said quarter quarter section, being 20 acres, more or less.

WHEREAS, Grantors have a conservation plan on file with Grantee which includes the Property; and

WHEREAS, the Property possesses agricultural, natural, scenic, and conservation open space values (collectively the Conservation Values) of great importance to the Grantee, Grantors, the people of the Town of Palmyra, the people of Jefferson County, and the people of the State of Wisconsin; and

WHEREAS, the Grantors desire and intend that the soils and the agricultural and conservation open space values of the Property be preserved and maintained by the continuation of patterns of land use on the Property as they have been conducted in recent history in order to assure the availability of real property for agricultural, forestry and open space uses or that the Property be properly restored to native vegetation; and

WHEREAS, the Grantors, as owners of the Property, have the affirmative rights to identify, preserve, and protect in perpetuity the natural ecosystems, natural elements, and processes of the Property, and further intend to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity; and

WHEREAS, in particular the 60 acre Property consists of 40 acres of cropland, 11.4 acres are in the CREP program, with the balance being woods and a pond all on Island Road, Town of Palmyra, Jefferson County, Wisconsin; and

WHEREAS, the common law of the State of Wisconsin and the Uniform Conservation Easement Act, Section 700.40 of the Wisconsin Statutes (the UCEA), provides for the creation and conveyance of conservation easements which impose restrictions on real property for conservation purposes; and

WHEREAS, the Jefferson County Board of Supervisors has, pursuant to Resolution No. 2006-86, created a voluntary Purchase of Development Rights (PDR) program to preserve farmland and support viable farm operations, protect the

Recording Area

Name and Return Address

Miller Law Office
P.O. Box 417
Jefferson, WI 53549

024-0516-0943-000 &
024-0516-0942-000

Parcel Identification Number (PIN)

County's natural land and water resources, maintain Jefferson County's agricultural heritage and rural quality of life, and to fulfill the goals set forth by the County Board in its 1999 Agricultural Preservation and Land Use Plan; and

WHEREAS, the Grantors and the Grantee desire, intend and have the common purpose of retaining the Property in agricultural and conservation open space use by placing restrictions on the use of the Property, preserving the Conservation Values of the Property, and authorizing Grantee to monitor and enforce such restrictions, all as described herein; and

WHEREAS, Grantors further intend, as owners of the Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity; and

WHEREAS, the Grantee is a quasi-municipal corporation; is a qualified holder of a conservation easement (the Holder's Interest) pursuant to the UCEA; and is a publicly supported tax-exempt nonprofit organization, qualified under Sections 501(c)(3) or 170(h) of the Internal Revenue Code of 1986; and

WHEREAS, Grantee agrees by accepting this Grant to honor the intentions of the Grantors stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this generation and the generations to come.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of Wisconsin, and in particular, the UCEA, as follows:

1. **Grant of Agricultural Conservation Easement.** Grantors hereby voluntarily grant and convey to Grantee a Holder's Interest in an Agricultural Conservation Easement, an immediately vested interest in real property defined by the nature and character described by this document, in perpetuity over the Property. Grantors will neither perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the covenants contained herein. Grantors authorize Grantee to enforce these covenants in the manner described herein.

2. **Acceptance of Grant of Agricultural Conservation Easement.** Grantee hereby voluntarily accepts the perpetual Agricultural Conservation Easement.

3. **Statement of Purpose.** The primary purpose of the Grant is to protect the agricultural soils, agricultural viability, and agricultural productivity of the Property in perpetuity. No activity which shall significantly impair the actual or potential use of the Property for agriculture shall be permitted. To the extent that the preservation and protection of the Conservation Values referenced above is consistent with the primary purpose of protecting the agricultural soils, viability, and productivity of the Property in perpetuity, it is also the purpose of this Grant to protect those Conservation Values of the Property consistent with present and future agricultural use, and to such extent, no activity which shall significantly impair those Conservation Values of the Property shall be permitted.

Grantors and Grantee recognize the agricultural, open space and scenic values of the Property and share the common purpose of conserving these values which are reflected in the Grant to prevent the use or development of the Property for any purpose or in any manner which would conflict with the provisions of the Grant. Grantee accepts such conservation restrictions and development rights in order to conserve these values for present and future generations.

4. **Covenants; Prohibited Activities.** In furtherance of the foregoing, the Grantors make the following covenants, on behalf of themselves, their heirs and assigns, which covenants shall run with the Property in perpetuity. Without prior express written consent from Grantee, but recognizing that innovative agricultural practices may change over the years, any activity on or use of the Property inconsistent with the purpose of this Grant is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

A. The subdivision of the Property into small parcels, whether through legal or *de facto* subdivision, including divisions through the creation of condominiums, site leases or other means.

B. Use of the Property for commercial or industrial purposes, including use by easement or other right of access or passage across or upon the property in conjunction with commercial activity, including commercial recreational activities such as an ATV trail.

C. The placement or construction of any buildings or other structures of any kind (including, without limitation, roads, fences, ATV trails, snowmobile trails, or parking lots), except this paragraph shall not be construed to prohibit any of the following:

i. Fences which are deemed necessary for any agricultural activity which Grantor engages in on the Property.

ii. Tree stands for recreational use by Grantors on the Property.

iii. Temporary structures deemed necessary for any agricultural activity which Grantors engage in on the Property; provided, nothing is to prohibit a farm produce stand which might be permanent rather than temporary.

iv. Roads which are deemed necessary by federal, state or local government authorities through due process.

v. ATV or snowmobile trails which are deemed necessary for any agricultural activity which Grantors engage in on the Property.

vi. For club use as stated in Section 5B herein.

D. The placement of mobile homes, trailers, signs, billboards or advertising on the Property other than a "For Sale", "For Lease" or signs relating to a permitted agricultural activity under this Grant.

E. Filling, grading, excavating or drilling, removal of topsoil, sand, gravel, rock, minerals or other materials.

F. There shall be no cutting or disturbance of trees or other vegetation, other than the following:

i. Removal of invasive species.

ii. Removal or cutting due to disease or pests.

iii. Removal or cutting due to interference with any agricultural activity which Grantors engage in on the Property.

G. Any use or activity that causes or is likely to cause soil degradation, erosion, or significant pollution of any surface or subsurface waters.

H. Manipulation or alteration of watercourses, wetland or other water resources, other than as deemed necessary by Grantors in furtherance of agricultural activity on the Property.

I. The dumping or other disposal of refuse, debris or noncompostable waste on the Property.

J. Any other activity or use of the Property which because of its nature or degree would cause irreparable harm or damage to the Property to the extent that the intentions of the parties and the purposes of the Grant would be frustrated, unless the activity or use is specifically permitted by or listed elsewhere herein.

K. Separation of water rights.

5. **Rights and Responsibilities Retained by the Grantor.** Notwithstanding any provisions of the Grant to the contrary, Grantors reserve for themselves and their personal representatives, heirs, successors, and assigns, all rights accruing from Grantors' ownership of the Property, including but not limited to the following rights and responsibilities:

A. The right to sell, gift, bequeath or otherwise convey title to the Property and the right to engage in or permit or invite others to engage in all use of the Property that are not expressly prohibited herein, and are not inconsistent with the purpose of the Grant. More specifically, but not in limitation, Grantors retain the right to farm, or permit others to farm, the Property in accordance with applicable local, state and federal laws and regulations and any conservation plan that may be on file with Grantee. Farming includes, but is not limited to, the production and/or raising of livestock, aquiculture, silviculture, crops, sod, vegetables, and/or fruits, and includes all activities that may be associated therewith, including, but not limited to, the spreading of manure, fertilizers and chemicals, as may be deemed necessary by Grantors, on the Property; installing, maintaining or repairing drainage tile, ditches, and fencing on the Property, conducting experimental field trials, educational programs or research, and enter into programs with federal, state or local agencies as may be deemed advisable by Grantor.

B. The right to recreational use of the Property, including the right to hunt, to the private use of an ATV for hunting, crop scouting, and trail riding, and to use snowmobile trails allowed by a club associated with the Jefferson County snowmobile trail network.

C. The right to plant, trim and maintain trees and natural vegetation on the Property and to remove plants or tree species, whether invasive in nature or not, which may interfere with the drain tiling system and ditches that are for agricultural purposes.

D. All water rights including specifically the maintenance of any pond.

E. All customary rights and privileges of ownership, including the rights to sell, lease, and devise the Property, as well as any other rights consistent with the Statement of Purpose set forth in Section 3 above and not specifically prohibited or limited by the Grant.

F. Unless otherwise specified below, nothing in the Grant shall require Grantors to take any action to restore the condition of the Property after any act of God or other event over which Grantors have no control.

G. Nothing in the Grant relieves Grantor of any obligation with respect to the Property or restriction on the use of the Property imposed by law.

6. **Rights of Grantee.** To accomplish the purposes of this Grant, the following rights are conveyed to the Grantee:

A. To preserve and protect the Conservation Values of the Property.

B. To enter upon the Property annually in order to monitor compliance with and otherwise enforce the terms of this Grant in accordance with Section 8, provided that, except in cases where the Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Grant, such annual entry shall be upon prior reasonable notice to Grantors, and Grantee shall not in any case unreasonably interfere with Grantors' use and quiet enjoyment of the Property.

C. To prevent any activity on or use of the Property that is inconsistent with the provisions of Section 4 and the general purposes of this Grant and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to Section 8.

7. **Grantee's Approval.** Where Grantee's approval is required, as provided in Section 4, Grantors' request shall be in writing and shall describe the scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Grant and the provisions of Section 4. Grantee shall grant or withhold its approval in writing within forty-five (45) days of receipt of

Grantors' complete request. In the event Grantee withholds approval, the written notice shall state which aspect of the proposed activity is unacceptable, in sufficient detail to enable Grantors to modify the request. Approval may not be unreasonably withheld and may only be withheld upon reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Grant.

8. Remedies.

A. Notice of Violation; Corrective Action. If Grantee determines that a violation of the terms of this Agricultural Conservation Easement has occurred or is threatened, it shall give written notice to Grantors of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Agricultural Conservation Easement and the provisions of 6.B., to restore the portion of the Property so injured to its prior condition in accordance with a plan reasonably approved by Grantee.

B. Injunctive Relief. If Grantors fail to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within thirty (30) days, fail to begin curing such violation within such period, or fail to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Agricultural Conservation Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.

C. Damages. Grantee shall be entitled to recover damages for violation of the terms of this Agricultural Conservation Easement or injury to any Conservation Values protected by this Agricultural Conservation Easement, including, without limitation, damages for the loss of scenic, aesthetic, or environmental values consistent with Grantors' retained rights within this Grant. Without limiting Grantors' liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

D. Emergency Enforcement. If Grantee in its reasonable discretion determines that circumstances require immediate action to prevent or mitigate significant harm or damage to the Property or to the Conservation Values of the Property to the extent that the intentions of the parties or the purposes of this Agricultural Conservation Easement would be frustrated, then Grantee may bring an action in equity in a court of competent jurisdiction to enjoin the violation, *ex parte* as necessary, by temporary injunction, without the prior requirement for notice of default and opportunity to cure.

E. Scope of Relief. Grantee's rights under this Section 8 apply equally in the event of either actual or reasonably threatened violations of the terms of the Agricultural Conservation Easement. Grantors agree that Grantee's remedies at law for any violation of the terms of this Agricultural Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in 8.B. hereof, both prohibitive and mandatory, in addition to such other relief to which it may be entitled, including specific performance of the terms of this Agricultural Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Section 8 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

F. Costs of Enforcement. All reasonable costs incurred by Grantee in enforcing the terms of this Agricultural Conservation Easement against Grantors, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessitated by Grantors' violation of the terms of this Agricultural Conservation Easement shall be borne by Grantors; provided, however, that if Grantors ultimately prevail in a judicial enforcement action brought by Grantee, all reasonable costs incurred by Grantors in such a legal proceeding, including without limitation, costs and expenses of suit and reasonable attorney's fees, shall be borne by the Grantee.

G. Forbearance. Forbearance by Grantee to exercise its rights under this Agricultural Conservation Easement in the event of a breach of any term of this Agricultural Conservation Easement by Grantors shall not be deemed or construed to be a waiver of such term or provision or of any subsequent breach of the same or any other term of this Agricultural

Conservation Easement or of any of Grantee's rights under this Agricultural Conservation Easement. No reasonable delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantors shall impair such right or remedy or be construed as a waiver.

H. Waiver of Certain Defenses. Grantors hereby waive any defense of laches, estoppel, or prescription.

I. Acts Beyond Grantors' Control. Nothing contained in this Agricultural Conservation Easement shall be construed to entitle Grantee to bring any action against Grantors for any injury to or change in the Property resulting from causes beyond Grantors' control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantors under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

9. Access. No right of access by the general public to any portion of the Property is conveyed by this Agricultural Conservation Easement, except for visual access from public ways.

10. Costs, Liabilities, Taxes, and Environmental Compliance.

A. Costs, Legal Requirements, and Liabilities. Grantors retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate liability insurance coverage. Grantors remain solely responsible for obtaining any applicable government permits and approvals for any construction or other activity or use permitted by this Agricultural Conservation Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state, or local laws, regulations, and requirements. Grantors shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantors.

B. Taxes. Grantors shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of this Agricultural Conservation Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

C. Representations and Warranties. Grantors represent that, to the best of their knowledge:

i. No substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned or transported in, on, from or across the Property; and

ii. There are not now any underground storage tanks located on the Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Property in a manner not in compliance with applicable federal, state, or local laws, regulations, and requirements; and

iii. Grantors and the Property are in compliance with all federal, state, or local laws, regulations, and requirements applicable to the Property and its use; and

iv. There is no pending or threatened litigation in any way affecting, involving, or relating to the Property.

v. No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or its use, nor do there exist any facts or circumstances that Grantors might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders.

D. Remediation. If at any time, there occurs, or has occurred, a release in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantors agree to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by Grantee, in which case the Grantee shall be responsible therefor.

E. Control. Nothing in this Agricultural Conservation Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of the Grantors' activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA), or similar laws imposing legal liability on the owner or operator of real property.

F. Hold Harmless.

i. Grantors hereby release and hold Grantee, its members, directors, officers, employees, agents, and contractors (the "Indemnified Parties") free and harmless from any and all loss or expenses arising from or in any way connected with the injury to or death of any person or physical damage to the Property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, unless due solely to the negligence of the Indemnified Parties.

ii. Except for liability due to Grantors' willful misconduct, Grantee will be responsible for and will indemnify Grantors against and hold Grantors harmless from any and all loss or expense arising from or in any way connected with the injury to or death of any person, or physical damage to the Property, resulting from Grantee's exercising the rights herein.

11. Extinguishment and Condemnation

A. Extinguishment. If circumstances arise in the future that render the purpose of this Agricultural Conservation Easement impossible to accomplish, this Agricultural Conservation Easement can be terminated or extinguished, whether in whole or in part, only by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be the stipulated fair market value of the Agricultural Conservation Easement, or proportionate part thereof, as determined in accordance with 11.B. hereof.

B. Valuation. This Agricultural Conservation Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of 11.A. hereof, the parties stipulate to have a fair market value determined by multiplying (1) the fair market value of the Property unencumbered by the Agricultural Conservation Easement (minus any increase in value after the date of this Grant attributable to improvements) by (2) the ratio of the value of the Agricultural Conservation Easement at the time of this Grant to the value of the Property, without deduction for the value of the Agricultural Conservation Easement, at the time of this Grant. The values at the time of this Grant shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this Grant, pursuant to Section 170(h) of the Internal Revenue Code of 1986, as amended. For the purposes of this paragraph, the ratio of the value of the Agricultural Conservation Easement to the value of the Property unencumbered by the Agricultural Conservation Easement shall remain constant.

C. Condemnation. If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purpose, in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Agricultural Conservation Easement, in whole or in part, Grantors and Grantee shall act jointly to recover the full value of the interests in the Property subject to the taking or in lieu purchase and all direct or accidental damages resulting therefrom. All expenses reasonably incurred by Grantors and Grantee in connection with the taking or in lieu purchase shall be paid out

of the amount recovered. Grantee's share of the balance of the amount recovered shall be determined by multiplying that balance by the ratio set forth in 11.B. hereof.

D. Application of Proceeds. Grantee shall use any proceeds received under the circumstances described in Section 11 in a manner consistent with its conservation purpose.

12. Assignment. The Grantee's interest in this Agricultural Conservation Easement is transferable only to an organization qualified at the time of transfer under Section 170(h) of the Internal Revenue Code of 1986 (or any successor provision then applicable), and authorized to hold conservation easements under the UCEA or any successor provision then applicable or the laws of the United States. As a condition of such transfer, Grantee shall require that the conservation purpose that this Agricultural Conservation Easement is intended to advance continues to be carried out. Grantee agrees to give written notice to Grantors of any assignment at least thirty (30) days prior to the date of such assignment; however, failure to give such notice shall not affect the validity of such assignment, nor impair the validity or enforceability of this Agricultural Conservation Easement.

13. Subsequent Transfer. Grantors agree to incorporate the terms of this Agricultural Conservation Easement by reference in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest with a term greater than four (4) years. Grantors further agree to give written notice to Grantee of the transfer of any such interest at least twenty (20) days prior to the date of transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Agricultural Conservation Easement or limit its enforceability in any way.

14. Estoppel. Upon request by Grantors, but not more than twice a year, Grantee shall within thirty (30) days of a written request therefore, execute and deliver to Grantors, or to any party designated by Grantors, an estoppel certificate, which certifies Grantors' compliance with any obligation of Grantors contained in this Agricultural Conservation Easement or otherwise evidences the status of the Property with respect to this Agricultural Conservation Easement. Such certification shall be limited to the condition of the Property as of Grantee's most recent inspection. If Grantors request more current documentation, Grantee shall conduct an inspection, at Grantors' expense, within thirty (30) days of receipt of Grantors' written request therefor.

15. Notices. Any notices required by this Grant shall be in writing and shall be personally delivered or sent by certified mail with return receipt to Grantors and Grantee respectively at the following addresses, or to such other addresses as the parties may designate in writing:

Grantors: Thomas P & Margaret V Burlingham
N1718 County Road E
Palmyra, WI 53156

Grantee: Jefferson County
Attention: County Clerk
320 South Main Street
Jefferson, WI 53549

16. Recording. Grantee shall record this instrument in the office of the Register of Deeds for Jefferson County, Wisconsin, and may re-record it at any time as may be required to preserve its rights in this Agricultural Conservation Easement. Grantors and Grantee expressly intend that this Agricultural Conservation Easement not be subject to the provisions of Section 893.33(6) of the Wisconsin Statutes or any successor provision.

17. General Provisions.

A. Controlling Law. The interpretation and performance of the Grant shall be governed by the State of Wisconsin.

B. Liberal Construction. Any general rule of construction to the contrary notwithstanding the Grant shall be liberally construed in favor of the Grant to effect the purpose of the Grant and the policy and purpose of Section 700.40 of the Wisconsin Statutes. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of the Grant that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability. If any provision of the Grant, or the application thereof to any person or circumstance is found to be invalid or enforceable, the remainder of the provisions of the Grant or the application of such provision to persons or circumstances shall be nevertheless valid, enforceable, and carried into effect unless to do so would clearly violate the present legal and valid intention of the parties hereto.

D. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Grant and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Grant, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment signed by Grantors and Grantee.

E. No Forfeiture. Nothing contained herein shall result in a forfeiture or reversion of the Grantors' title in any respect.

F. Joint Obligation. The obligations imposed by the Grant upon Grantors shall be joint and several.

G. Successors. The covenants, terms, conditions, and restrictions of the Grant shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

H. Termination of Rights and Obligations. A party's rights and obligations under the Grant terminate upon transfer of the party's entire interest in the Grant or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

I. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not part of this instrument and shall have no effect upon construction or interpretation.

J. Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

K. Grantee's Authority. The persons executing this Agricultural Conservation Easement on behalf of Grantee represent that they have authority to enter into the same.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantors and Grantee have set their hands and seals on the day and year first above written.

GRANTORS:

_____(SEAL)
Thomas P Burlingham

_____(SEAL)
Margaret V Burlingham

GRANTEE:

JEFFERSON COUNTY, a quasi-municipal corporation

By: _____ (SEAL)

By: _____ (SEAL)

Its: _____

Its: _____

STATE OF WISCONSIN)
) SS
COUNTY OF JEFFERSON)

Personally appeared before me this _____ day of _____, 2011, Thomas P Burlingham, to me known to be the person who executed this instrument and acknowledged the same.

(SEAL)
Notary Public, Jefferson County, Wisconsin
My Commission Expires: _____

STATE OF WISCONSIN)
) SS
COUNTY OF JEFFERSON)

Personally appeared before me this _____ day of _____, 2011, Margaret V Burlingham, to me known to be the person who executed this instrument and acknowledged the same.

(SEAL)
Notary Public, Jefferson County, Wisconsin
My Commission Expires: _____

STATE OF WISCONSIN)
) SS
COUNTY OF JEFFERSON)

Personally appeared before me this _____ day of _____, 2011, _____ and _____, to me known to be the _____ and the _____ of Jefferson County, a quasi-municipal corporation, who executed this instrument and acknowledged the same..

(SEAL)
Notary Public, Jefferson County, Wisconsin
My Commission Expires: _____

This document was drafted by:
Attorney Henry B. Miller
Jefferson, WI 53549

ORDINANCE NO. 2011-_____

Create new supervisory district boundaries

THE COUNTY BOARD OF SUPERVISORS OF JEFFERSON COUNTY, IN REGULAR SESSION THIS 13TH DAY OF SEPTEMBER 2011, DOES HEREBY ORDAIN AS FOLLOWS:

(1) That Jefferson County be divided into 30 supervisory districts for purposes of electing the County Board.

(a) The Land Information Office shall notify the County Clerk when an annexation or detachment is recorded.

(b) By November 15 of each odd numbered year, the County Board shall review annexations and detachments that have occurred since its last review, and make such adjustments to district boundaries as may be appropriate for purposes of election administration.

(c) The Land Information Office shall maintain up-to-date maps of the districts as they may be amended from time to time.

(2) That one supervisor be elected from each district, commencing with the spring election in 2012.

(3) That said 30 supervisory districts be comprised as follows:

<u>District #</u>	<u>Municipality</u>	<u>Wards</u>	<u>District Population</u>
1	City of Waterloo	Ward 1 Ward 2 Ward 3 Ward 4	2,673
2	Town of Milford Town of Waterloo City of Waterloo	Ward 1 Ward 2 Ward 1 Ward 5	2,668
3	Town of Watertown City of Watertown	Ward 1 Ward 2 Ward 8	2,925
4	City of Watertown	Ward 9 Ward 10	2,919

5	City of Watertown	Ward 11 Ward 12	2,904
6	City of Watertown	Ward 15 Ward 16	2,890
7	City of Watertown	Ward 13 Ward 14	2,838
8	City of Watertown	Ward 17 Ward 18	2,901
9	Town of Ixonia	Ward 1 Ward 2 Ward 5 Ward 6	2,842
	Village of Lac LaBelle	Ward 2	
10	Town of Concord	Ward 1 Ward 3	2,696
	Town of Ixonia	Ward 3 Ward 4	
11	Town of Aztalan Town of Concord Town of Farmington	Ward 2 Ward 2 Ward 1 Ward 2	
12	Village of Johnson Creek	Ward 1 Ward 2 Ward 3	2,900
13	City of Lake Mills	Ward 2 Ward 4 Ward 6 Ward 7	2,738
14	City of Lake Mills	Ward 1 Ward 3 Ward 5 Ward 8	2,867
			2,841

15	Town of Aztalan	Ward 1	
	Town of Lake Mills	Ward 1	
		Ward 2	
		Ward 3	
			2,927
16	Town of Oakland	Ward 1	
		Ward 2	
		Ward 3	
	Village of Cambridge	Ward 1	
			2,654
17	City of Jefferson	Ward 6	
		Ward 7	
		Ward 8	
		Ward 9	
			2,658
18	City of Jefferson	Ward 3	
		Ward 4	
		Ward 5	
			2,665
19	City of Jefferson	Ward 1	
		Ward 2	
		Ward 10	
			2,650
20	Town of Jefferson	Ward 1	
		Ward 2	
		Ward 3	
	Town of Oakland	Ward 4	
			2,733
21	Town of Sullivan	Ward 1	
		Ward 2	
		Ward 3	
	Village of Sullivan	Ward 1	
			2,877
22	Town of Palmyra	Ward 1	
	Village of Palmyra	Ward 1	
		Ward 2	
			2,927
23	Town of Koshkonong	Ward 1	
		Ward 2	
	City of Fort Atkinson	Ward 8	
			2,851
24	City of Whitewater	Ward 11	
		Ward 12	
			2,784

25	Town of Cold Spring	Ward 1	
	Town of Hebron	Ward 1	
		Ward 2	
	Town of Koshkonong	Ward 3	
	Town of Palmyra	Ward 2	
	City of Whitewater	Ward 10	
			2,802
26	City of Fort Atkinson	Ward 1	
		Ward 2	
			2,652
27	City of Fort Atkinson	Ward 3	
		Ward 4	
			2,665
28	City of Fort Atkinson	Ward 7	
		Ward 9	
			2,686
29	City of Fort Atkinson	Ward 5	
		Ward 6	
			2,710
30	Town of Koshkonong	Ward 4	
		Ward 5	
		Ward 6	
	Town of Sumner	Ward 1	
			<u>2,843</u>
		County	
		Total	<u>83,686</u>

(4) All ordinances in conflict with, or contrary to the terms of this ordinance are hereby repealed.

This ordinance shall be effective for all aspects of the 2012 supervisor election.

AYES _____
 NOES _____
 ABSTAIN _____
 ABSENT _____

Requested by
 Administration & Rules Committee

09-13-11

Andy Erdman & Philip Ristow: 07-26-11; 08-04-11; 08-31-11

RESOLUTION NO. 2011-_____

Resolution opposing enactment of Assembly Bill 107

WHEREAS, Assembly Bill 107 seeks to create a property tax credit for certain businesses that either expand improvements to real estate or make new acquisitions of personal property, and

WHEREAS, the goal of Assembly Bill 107 is to promote hiring of additional employees by giving tax incentives to businesses to expand, and

WHEREAS, Assembly Bill 107, as currently drafted, would provide the business expansion tax credit through the property tax system, necessitating new programming and testing of virtually all computerized property tax systems across the State, and

WHEREAS, the state tax credit can be more easily managed through the state income tax system without requiring local municipalities to undertake new data processing and recordkeeping requirements, and

WHEREAS, the Administration & Rules Committee has reviewed proposed Assembly Bill 107 and supports efforts to increase employment, but recommends that the Board formally oppose the bill because of the burden placed on local governments.

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Board of Supervisors opposes Assembly Bill 107 solely on the basis of the proposed tax credit being processed through the property tax system.

BE IT FURTHER RESOLVED that the Clerk shall send a copy of this resolution to legislators representing Jefferson County and the Wisconsin Counties Association.

Fiscal Note: No fiscal impact.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

Requested by
Administration & Rules Committee

09-13-11

Philip C. Ristow: 09-07-11

Item 11a

RESOLUTION NO. 2011-_____

**Jefferson County Board support for purchase of an agricultural conservation easement
by the Land Trust Network of Jefferson County**

WHEREAS, the Jefferson County 2020 Land Use Plan supports the creation of a privately operated voluntary purchase of development rights program through the acquisition of conservation easements to protect farmland and environmentally sensitive land by compensating landowners for limiting future development on their land, and

WHEREAS, the Jefferson County Board encourages the preservation of agriculture in Jefferson County, and

WHEREAS, because of the abundance of high-quality soils, amount of land in agricultural and forest use, and other factors including the preservation of wetlands, Edward and Caroline Soleska, along with the Land Trust Network of Jefferson County, are now seeking funding from the State of Wisconsin's Working Lands Initiative PACE (Purchase of Agricultural Conservation Easements) program and the USDA Farmland and Ranch Land Preservation program, to create an agricultural conservation easement on the Soleska family farm, and

WHEREAS, the Jefferson County Towns of Farmington and Jefferson have passed a similar resolution in favor of this project, and

WHEREAS, Jefferson County does not intend to be the cooperating entity as described in Wisconsin State Statutes sec. 93.73(3), but understands that the Land Trust Network of Jefferson County will serve as such entity; however, the Jefferson County Board wants to express its non-monetary support for this purchase of an agricultural conservation easement.

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Board favors and encourages DATCP to approve the Edward and Caroline Soleska PACE application, with the Land Trust Network of Jefferson County as the cooperating entity to purchase an agricultural conservation easement on the Soleska family farm with the aid of Wisconsin PACE funds.

Fiscal Note: No fiscal impact.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

Requested by
Farmland Conservation Easement Commission

09-13-11

Philip C. Ristow: 08-15-11

RESOLUTION NO. 2011- ____

**Authorize two year extension of the worker's compensation
third party administration contract**

WHEREAS, Jefferson County self insures its worker's compensation program, and

WHEREAS, the County currently contracts with CCMSI (Cannon Cochran Management Services, Inc.) for third party administration of the worker's compensation program which contract expires December 31, 2011, and

WHEREAS, CCMSI has proposed a two year extension covering 2012 and 2013 with a reduction in the minimum base fee from \$17,500 per year to \$16,000, and

WHEREAS, the Finance Committee and staff recommend the two year extension under the terms offered,

NOW, THEREFORE, BE IT RESOLVED that the County Clerk is authorized to execute a contract addendum with CCMSI for 2012 and 2013 for worker's compensation third party administration services.

Fiscal Note: The actual annual fee is a compilation of various fees for individual services provided. Those fees are increased using the CPI adjustment figure of 1.5% as of December 2010. The annual minimum fee is being reduced from \$17,500 to \$16,000.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

Requested by
Finance Committee

09-13-11

Philip C. Ristow: 09-08-11

**ADDENDUM TO SERVICE AGREEMENT BETWEEN
JEFFERSON COUNTY, WISCONSIN AND
CANNON COCHRAN MANAGEMENT SERVICES, INC.**

THIS ADDENDUM is made and entered into this 1st day of January 2012, by and between Jefferson County, Wisconsin (the "Client"), and Cannon Cochran Management Services, Inc., ("CCMSI"), a Delaware corporation. By this Addendum, the September 1, 2009, to December 31, 2009, Service Agreement is automatically continued with the pricing provisions outlined below. This pricing is effective on January 1, 2012 - December 31, 2013.

FEE AND PAYMENT SCHEDULE

Services:	Fees:												
Claims Administration Based on Estimated annual claim count (Minimum annual)**16,000	\$16,000*												
<p>CCMSI will manage all workers' compensation claims for the <u>life of contract</u> for an annual fee as follows:</p> <p align="center">Workers Compensation/Newly Reported claims only</p> <table border="1"> <thead> <tr> <th align="center"><i>Type of Claim/Annual estimates</i></th> <th align="center"><i>Life of Contract (1) (2)</i></th> </tr> </thead> <tbody> <tr> <td>Workers' Compensation Indemnity – Workers' Compensation-MO-</td> <td align="center">\$837 per Claim \$132 per Claim</td> </tr> <tr> <td></td> <td align="center">Fees effective 1/1/2013 will increase based on CPI</td> </tr> <tr> <td align="center">Incident Reports</td> <td align="center">\$35</td> </tr> <tr> <td align="center">Internet Claims Reporting</td> <td align="center">Included in account management fee</td> </tr> <tr> <td align="center">800# Reporting (Optional)</td> <td align="center">\$35 per Claim</td> </tr> </tbody> </table> <p>*Note: Claims will be analyzed by the number of claims as well as the type of claim on an on-going basis and priced on a per claim fee as outlined above. Any additional charges over the deposit claim fee will be billed at the expiration of the policy term and quarterly thereafter.</p> <p>The flat rate unit prices quoted includes:</p> <ul style="list-style-type: none"> • Prompt and courteous customer service • Timely investigation and determination of compensability in accordance with CCMSI Best Practices • Strict adherence to state workers compensation statutes and regulations, attendance at hearings, as required. • Preparation for and compliance with and response to regulatory audits • Timely payment of all legitimate claims • Fraud detection and prevention • Litigation Management <p>(1) <i>These prices do not include those costs typically identified and expense as allocated loss expenses. Please see the attached roster that details those typical allocated loss expense items. (ex. Field investigation & adjusting) SEE BELOWFOR FURTHER INFO</i></p> <p>(2) <i>Claim charges are quoted on a per claim, not per occurrence basis</i></p> <p><i>Any occurrence resulting in 10 or more claims will be considered a catastrophic claim. All resulting claims will be handled on a time and expense basis. Any claim which falls under the catastrophic definition in the reinsurance contract, e.g., brain damage, death, etc., will also be handled on a time and expense basis.</i></p>		<i>Type of Claim/Annual estimates</i>	<i>Life of Contract (1) (2)</i>	Workers' Compensation Indemnity – Workers' Compensation-MO-	\$837 per Claim \$132 per Claim		Fees effective 1/1/2013 will increase based on CPI	Incident Reports	\$35	Internet Claims Reporting	Included in account management fee	800# Reporting (Optional)	\$35 per Claim
<i>Type of Claim/Annual estimates</i>	<i>Life of Contract (1) (2)</i>												
Workers' Compensation Indemnity – Workers' Compensation-MO-	\$837 per Claim \$132 per Claim												
	Fees effective 1/1/2013 will increase based on CPI												
Incident Reports	\$35												
Internet Claims Reporting	Included in account management fee												
800# Reporting (Optional)	\$35 per Claim												
Take-Over Claims	As Outlined												

Takeover Claims – To billed yearly on October 1										
Type of Claim	Open Claims with DOL prior to 9/1/2009 as of 10/1/2009	Year 2 – Open Claims with DOL prior to 9/1/2009 as of 9/1/2010	Each subsequent Year Open Claims with DOL prior to 9/1/2009 as of 9/1/2011							
Indemnity	\$250 per Claim	\$200 per Claim	\$150 per Claim per Year							
Medical Only	\$90	0	0							
Annual Administration				\$2,000						
<p>Annual Account Management Fee includes:</p> <ul style="list-style-type: none"> • Designated National Account Manager • Preparation and participation in claims reviews • Risk Management Information System (iCE) cost to include: 2 User IDs; Internet access to your adjusters claim files; the ability to email your adjuster and Account Manager; access to our library of template risk management reports together with initial training and ongoing support • Maintenance of the loss fund account • Monthly loss runs and loss fund activities reports • Filing of all required state forms including state mandated assessments • Reporting to excess/fronting carrier 										
Managed Care Services				See Detail						
<p>Field Case Management</p> <div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 80%;"> <p>CCMSI does not offer proprietary field case management, utilization review or vocational rehabilitation services. These services would be provided by various third party providers agreed to and approved by the client at competitive price and the cost of these services would be captured as an allocated loss expense to the referral file.</p> </div>										
<p>Provider Bill Re-pricing</p> <table border="1" style="margin: 10px auto; width: 80%;"> <thead> <tr> <th>Service</th> <th>Fee</th> </tr> </thead> <tbody> <tr> <td>Fee schedule re-pricing</td> <td>\$9.00 per bill</td> </tr> <tr> <td>Usual and Customary re-pricing</td> <td>\$9.00 per bill</td> </tr> </tbody> </table>				Service	Fee	Fee schedule re-pricing	\$9.00 per bill	Usual and Customary re-pricing	\$9.00 per bill	
Service	Fee									
Fee schedule re-pricing	\$9.00 per bill									
Usual and Customary re-pricing	\$9.00 per bill									
<p>PPO Re-pricing</p> <div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 80%;"> <p>PPO re-pricing is billed at 28% of savings</p> </div>										
<p>Pharmacy Network Services</p> <div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 80%;"> <p>Pharmacy Network services are priced at 30% of savings.</p> </div>										

<p>Special System Reports</p>	<p>\$125 an hour</p>
<p>CCMSI will provide special reports, (reports not currently programmed or written) for a fee of \$125 per hour for system programming time. CCMSI will provide an estimate of charges before any work will be done.</p>	
<p>MMSEA Section 111 Reporting</p>	<p>\$25/Per Claim</p>
<p>CCMSI in conjunction with our reporting agent will comply with MMSEA Section 111 Reporting on behalf of Jefferson County, Wisconsin</p> <ul style="list-style-type: none"> • All injury claims will be queried to CMS for Medicare eligibility • CCMSI will collect additional mandatory data on claims where Medicare eligibility has been verified. CCMSI along with our reporting agent will report all claims meeting the reporting guidelines as set forth by CMS. 	
<p>Loss Control Services - Optional</p>	<p>*\$125 an hour or Loss Control Service Package</p>
<p><u>Ala Carte Services</u></p> <ul style="list-style-type: none"> • Ergonomic Assessments • Development of Hazard Specific Programs • Training and Education of Employees and Management Staff <ul style="list-style-type: none"> • Blood borne Pathogens • CTS • Diffusing a Combative Resident • Ergonomics • Fire Safety • Hazard Communication • Personal Protective Equipment (PPE) • Respiratory Protection • Save Your Back • Tuberculosis • Workplace Violence • OSHA Compliance • Safety Audit • Program Development and Implementation • Incentive Plan Development <p>*These services can be billed at an hourly rate of \$125 per hour or we can put together a customized Loss Control Package for a flat fee that includes a combination of any of the Ala Carte Services listed above. Service hours include preparation time, travel time, field time and follow-up time.</p>	
<p>Allocated Loss Expense</p>	

<p><i>Allocated Loss Expense are those costs that can be directly assigned to the settlement of a particular claim other than the investigation conducted by the adjuster.</i></p> <p><i>These costs are absorbed by client and are in addition to the flat rate per claim unit price quote by CCMSI.</i></p> <p>The following rosters are categorical representations of those more typical expenses. This list is not exhaustive and will include other expenses normally recognized as ALAE by industry standards.</p> <p>Managed Care Services</p> <ul style="list-style-type: none"> • Telephonic Nurse Case Management • On-site Nurse Case Management • Vocational Rehabilitation Specialist • Provider Bill repricing • PPO reductions • Independent Medical Exams <p>Legal Services</p> <ul style="list-style-type: none"> • Defense counsel including depositions • Subpoenas • Subject Matter Experts (expert testimonies) • Paralegal costs • Court reporting • Document copying • Videotaping • The costs for a petitioner to travel to a specialist for an Independent Medical Examination or a surgery. <p>Outside Investigation</p> <ul style="list-style-type: none"> • On-site claims investigation including the cost to secure statements, canvass for witnesses, photographs and diagrams together with the associated travel and expense costs • Automobile appraisals (1st and 3rd party) • Property appraisals (1st and 3rd party) • Surveillance • Private investigators/fraud investigation • Engineers • Courier service • Travel agreed to and previously authorized by the client with respect claims audits • "Skip" tracing services <p>Public Records</p> <ul style="list-style-type: none"> • Index Bureau Reporting/Medicare reporting • Police reports • Fire reports • Coroner's reports • Medical records 	
<p>Grand Total</p>	<p>\$18,000</p>

Fee and Payment Schedule	
<p>The total fee will be payable in equal quarterly installments on the first day of January, April, July and October.</p> <p>Any additional charges over the deposit claim fee will be billed at the expiration of the policy term and quarterly thereafter.</p>	

Executed this _____ day of _____, 20____

CANNON COCHRAN MANAGEMENT SERVICES, INC.

By: _____
Rodney J. Golden

Its: Chief Operating Officer/Executive Vice President

JEFFERSON COUNTY, WISCONSIN

By: _____

Its: _____

RESOLUTION NO. 2011-_____

Resolution disallowing the claim of Ingenix Subrogation Services on behalf of UnitedHealthcare for injuries sustained by Linda J. Nottling

WHEREAS, Jefferson County has received a claim from Ingenix Subrogation Services on behalf of UnitedHealthcare for injuries sustained by Linda J. Nottling in an undisclosed amount for treatment of an injury resulting from a fall at the Jefferson County Fair Park on July 11, 2010, said injury allegedly the result, in part, of negligence of Jefferson County, its agents, officials, officers or employees, and

WHEREAS, the County’s insurer recommends disallowance of the claim, on the basis that the County has no liability for this claim,

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Board of Supervisors hereby disallows said claim and directs the Corporation Counsel to give the claimant notice of said disallowance.

Fiscal Note: This matter has been referred to Wisconsin Municipal Mutual Insurance Company (WMMIC) and will be resolved in accordance with the terms of the County’s policy.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

Requested by
Finance Committee

09-13-11

Philip C. Ristow: 07-19-11

RESOLUTION NO. 2011-_____

Resolution disallowing the claim of Ronald Bauer

WHEREAS, Jefferson County received a claim from Ronald J. Bauer in the amount of \$315.11 for damage to a 2006 Subaru Forester windshield caused by debris falling off a Jefferson County Highway Department truck on July 1, 2011, said damage allegedly the result, in part, of negligence of Jefferson County, its agents, officials, officers or employees, and

WHEREAS, the County's insurer recommends disallowance of the claim, on the basis that the County has no liability for this claim,

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Board of Supervisors hereby disallows said claim and directs the Corporation Counsel to give the claimant notice of said disallowance.

Fiscal Note: This matter has been referred to Wisconsin Municipal Mutual Insurance Company (WMMIC) and will be resolved in accordance with the terms of the County's policy.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

Requested by
Finance Committee

09-13-11

Philip C. Ristow: 08-11-11

ORDINANCE NO. 2011-_____

**Amend Personnel Ordinance to create a Grievance Resolution Process and a
Whistleblower Policy**

THE COUNTY BOARD OF SUPERVISORS OF JEFFERSON COUNTY DOES
HEREBY ORDAIN AS FOLLOWS:

Section 1. Section HR0493, Whistleblower Policy, of the Personnel Ordinance shall be created to read as follows:

HR0493

WHISTLEBLOWER POLICY

- A. **PURPOSE.** The purpose of this policy is to promote open, honest and transparent government in Jefferson County and encourage good faith reports of allegations of misconduct concerning compliance with County policies and procedures and State and Federal laws and regulations.
- B. **POLICY.** The County provides various mechanisms to assist and encourage employees to come forward in good faith with reports or concerns about suspected compliance issues. It is the policy of Jefferson County that harassment, retaliation or any type of discrimination or adverse action against a county employee ("whistleblower") who makes a good-faith complaint about suspected violation of law or county ethics policy by an employee or county elected official; or provides information or causes information to be provided or assists in an investigation regarding violations of law; or files, testifies or participates in a proceeding related to violations of law; is prohibited.
- C. **REPORTING A SUSPECTED COMPLIANCE ISSUE.** An employee who becomes aware of a potential or actual violation of policy or law should report such conduct, regardless of whether the employee is personally involved in the matter. An employee shall make such a report to his/her immediate supervisor. If the employee feels unable to do so or if there is any reason why this may not be appropriate, the employee shall raise the issue with the department director, Human Resources Director, or County Administrator. Should the complaint involve the County Administrator, the issue may be raised with the Human Resources Committee. Any report will be handled as confidentially as possible under the circumstances, and the County will handle all reports with discretion and with due regard for the privacy of the reporting employee. An employee may make anonymous reports, with the understanding that any investigation may be hampered due to the inability to identify the employee in order to obtain a full and complete account of relevant and necessary facts, or to ask additional questions or seek clarification as any investigation proceeds.
- D. **FILING A WHISTLEBLOWER COMPLAINT.** Jefferson County encourages employees to report suspected retaliation violations and requires supervisory employees to report suspected retaliation violations. Employees can report alleged retaliation to the supervisor, department head, the Human Resources Director, the County Administrator, or the Human Resources Committee.
- E. **DISCIPLINARY ACTION.** An investigation of all complaints will be undertaken immediately. All information disclosed in the complaint and the investigation procedure will be held in the strictest confidence and only disclosed when necessary to investigate and resolve the matter, as subject to State open records laws. Anyone who has been found by Jefferson County, after appropriate investigation, to have retaliated against an employee will be subject to appropriate disciplinary action which may include, depending on the circumstances, a written warning, suspension or discharge.

Section 2. HR0520, Grievance Resolution Process, shall be created to read as follows:

HR0520 GRIEVANCE RESOLUTION PROCESS.

- A. POLICY.** Jefferson County will endeavor to treat all employees equitably within established County and department policies or procedures and state or federal guidelines affecting the workplace. If an employee does not feel that fair treatment within the established policies, procedures, or state or federal guidelines has been applied to a discipline, termination or workplace safety, the employee has the right to discuss the matter with representatives of Jefferson County and/or to request formal consideration of their grievance under the Grievance Resolution Process. The Grievance Process will be available to all employees except civil service law enforcement personnel.

The Grievance Resolution Process is designed to assist employees in resolving grievances within specific parameters. The Grievance Resolution Process is intended to resolve grievances about application or administration of existing Jefferson County policies in light of the existing policy or past application of the policy. The Grievance Resolution Process is not intended to consider grievances regarding Jefferson County policies or as a mechanism to change an existing policy. Grievances are restricted to discipline, termination of employment or safety. The Grievance Resolution Process is not intended to hear grievances regarding application of issues related to health, disability or other insurances. The Grievance Resolution Process does not in any way limit or modify Jefferson County's "employment-at-will" policy. No retaliatory action will be taken against any employee for proper and good faith use of the Grievance Resolution Process or participation in processing of a grievance.

B. PROCEDURAL ISSUES.

1. **Administration.** The Director of Human Resources will supervise and administer the grievance process and is further charged with being an advocate and counsel to assist employees in this process. Supervisors and Department Heads should keep the Director of Human Resources informed of all grievances in progress.
2. **Employee Representation.** Employees may be accompanied by a representative of their choice at any level of the grievance procedure after the appeal to the department head provided the employee notifies the County at least 24 hours ahead of the meeting that the representative will attend and who the representative will be. The representative is allowed to help the employee present their grievance but no step in the procedure is intended to be a legal proceeding. Employees may contact their representative to discuss their problem only during break periods, lunch periods, before or after work, or at any time when they are not on duty.
3. **Timelines.** Failure to process a grievance by the grievant within the time limit, or agreed upon extensions, shall constitute waiver of the grievance which will be considered resolved on the basis of the County's last answer. Failure of a management representative to meet the time limits shall cause the grievance to move automatically to the next step in the procedure. To encourage that grievances are addressed in a prompt manner the time limits set by this policy are intended to be strictly observed and may not be extended except in extreme circumstances and then only upon the express written consent of the parties.
4. **Exclusive Remedy.** This procedure constitutes the exclusive process for the redress of any employee grievances as defined herein. However, nothing in this grievance procedure shall prevent any employee from addressing concerns regarding matters not subject to the grievance procedure with administration and employees are encouraged to do so. Matters not subject to the grievance procedure that are raised by employees shall be considered by administration which has final authority, subject to any applicable Board policy or directive, to resolve the matter.

C. DEFINITIONS.

1. **Days:** Regular business days, Monday through Friday, other than weekends and holidays regardless of whether the employee or his or her classification is scheduled to work. The time within which an act is to be done under this policy shall be computed by excluding the first day and including the last day.

2. **Grievance:** Any written statement that an employee submits regarding established policies, practices or decisions about the employee's wages, hours of work, status, or other terms and conditions of employment will be considered a formal grievance. Only grievances regarding discipline, termination and workplace safety will follow this Grievance Resolution Procedure. All other grievances may be addressed under HR0560.
3. **Discipline:** Any action that results in documentation to the employee's record, including verbal or written warning, suspension with or without pay, involuntary demotion, or involuntary termination of employment.
4. **Employee:** Any full or part-time employee of Jefferson County, including temporary, seasonal and occasional employees. This does not include elected officials or independent contractors.
5. **Safety:** Those conditions related to physical health and safety of employees enforceable under federal or state law, or County rule related to: safety of the physical work environment, the safe operation of workplace equipment and tools, provision of protective equipment, training and warning requirements, workplace violence and accident risk.
6. **Termination:** Any involuntary separation from Jefferson County employment. This would not include retirements, voluntary resignations, lay offs, separation from service due to business closures, separation by mutual agreement, or termination for similar reasons.

D. STEPS TO RESOLVE THE GRIEVANCE:

STEP 1: **Discussion with Supervisor:** Any employee having a grievance regarding application of a department or county policy should first discuss the problem with their immediate supervisor. If the problem is not settled to the employee's satisfaction, the employee may present their grievance according to the procedures below. If any employee is uncomfortable addressing the grievance directly with the supervisor, the employee may request assistance from the Human Resources Director or County Administrator.

STEP 2: **Appeal to Department Head:** The employee should submit the written grievance to the Department Head within ten (10) days of the date of the incident or decision that caused the grievance. The Department Head shall give a written answer within ten (10) days of receipt of the grievance, with a copy to the Human Resources Director.

The written grievance must include: the name and position of the grievant; a clear and concise statement of the grievance; the issue involved; the relief sought; the date the incident or alleged violation took place; the specific section of the Policy Manual or workplace safety rule alleged to have been violated; and the signature of the grievant and the date. The grievance may be denied if any of this information is omitted. (See attached Grievance Procedure Form).

STEP 3: **Appeal to County Administrator:** If the employee is not satisfied with the Department Head's response, the grievance may be presented to the County Administrator. The grievance should be submitted within five (5) days from the date of delivery of the Department Head's answer. After receipt of the written grievance by the County Administrator, a meeting should be held to discuss the complaint at a mutually agreeable time between the County Administrator and the employee, preferably within ten (10) days of receipt of the written grievance. Within ten (10) days after the meeting, the County Administrator shall respond to the grievance in writing, with a copy to the Human Resources Director.

The County Administrator shall also determine if the grievance is timely, if the subject matter of the grievance is within the scope of this policy and otherwise properly processed as required by this policy. If the County Administrator is aware of other similar pending grievances, the County Administrator may consolidate those matters and process them as one grievance.

The decision at the third step may be appealed by a written statement of the grievant forwarded to the Human Resources Director describing the reason for appeal. This written statement shall be submitted within five (5) days from the date of delivery of the County Administrator's answer.

If the decision at Step 3 is based in whole or in part on the basis of timeliness, scope of the grievance process or other failure of the grievant to properly follow the process the matter shall be referred to the Human Resources Committee who shall determine whether the matter should be processed further. If the Third Step decision is on the merits of the grievance only the grievance will be referred to an Impartial Hearing Officer (IHO).

STEP 4:

Request for Hearing by an Impartial Hearing Officer: The IHO will be designated by the County Administrator. Any costs incurred for or by the (IHO) will be paid by the County. The IHO will convene a hearing in the manner the IHO determines necessary. The IHO shall have the authority to administer oaths, issue subpoenas at the request of the parties, and decide if a transcript is necessary. The IHO may require the parties to submit grievance documents and witness lists in advance of the hearing to expedite the hearing. The burden of proof shall be "a preponderance of the evidence". In termination and discipline cases, the County shall have the burden. In workplace safety cases, the employee shall have the burden. The IHO may apply relaxed standards for the admission of evidence, including allowing the admission of hearsay. The IHO may request oral or written arguments and replies. The IHO shall provide the parties a written decision.

The IHO may only consider the matter presented in the initial grievance filed by the employee. The IHO shall have no power to add to, subtract from or modify the terms of the Board policy or rule that forms the basis for the grievance.

STEP 5:

County Board Review: Either party may appeal an adverse determination at step four to the County Board, by filing written notice appealing the decision of the IHO in the County Administrator's Office within ten (10) days of the decision of the IHO. The County Board shall within thirty (30) days after submission of the appeal schedule the review of the IHO's decision. The review will be conducted by the Board during a closed session meeting unless an open session is requested by the employee. The Board may make its decision based on the written decision of the IHO or the Board may examine any records, evidence and testimony produced at the hearing before the IHO. A simple majority vote of the Board membership shall decide the appeal within twenty (20) days following the last session scheduled for review. The Board will issue a final written decision which shall be binding on all parties.

Jefferson County Grievance Procedure Form

This form is intended to assist employees in filing a formal grievance in accordance with the Jefferson County Grievance Resolution Process. For specific information regarding the process, how to file a grievance, grievance or appeal deadlines or other information related to the process or how to file, please consult the Grievance Resolution Process in the Personnel Ordinance or the Human Resources Department.

Instructions:

This form is beneficial in filing a grievance but not required. After step one (discussion with your supervisor) a written grievance is required. At a minimum the written grievance must include the following:

Employee (Grievant) Name: _____

Employee (Grievant) Position/Job Title: _____

Date of Incident or alleged violation: _____

Please state the specific section of the Personnel Ordinance, Personnel policy or workplace safety rule alleged to have been violated: _____

Please provide a clear and concise statement of the grievance, including action taken against the employee: _____

Please describe the issue involved (summary of relevant facts, witnesses, identification of supporting evidence, etc.): _____

What efforts have been made to informally resolve the grievance? _____

What relief/remedy is sought? _____

Employee Signature

Date

Received by: _____
Human Resources Representative

Date

Section 3. HR0560, Rights of Employees, shall be amended to read as follows:

B. An employee may refer any grievance involving the interpretation or application of this ordinance to the County Administrator. A grievance under this section shall not include adverse benefit determinations made by a Third Party Administrator, which are subject to the appeals process set forth in HR0145(C). (Am. Ord. 2007-19, 09-11-07) Such grievance shall be referred to the County Administrator within 10 days of the date the employee had knowledge or should have had knowledge of the situation giving rise to the grievance, or shall be deemed waived. In the event the employee is not satisfied with the County Administrator's resolution of the grievance, the employee may refer the grievance to the Human Resources Committee within 10 days of the Administrator's decision, or the Administrator's decision becomes final. At the Human Resources Committee hearing, the employee may be represented, present evidence, cross-examine anyone presenting evidence, and shall be entitled to a written decision based on the evidence adduced. Any grievance involving discipline, termination or workplace safety shall follow the procedure established in HR0520, Grievance Resolution Process. (Am. Ord. 84-16, 12-11-84.)

Section 4. This ordinance shall be effective after passage and publication as provided by law.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

Requested by
Human Resources Committee

09-13-11

Terri Palm-Kostroski: 08-05-11; 08-22-11
Philip Ristow: 09-02-11

RESOLUTION NO. 2011-_____

**Existing employer option selection resolution – Wisconsin Public Employers’
Group Health Insurance Program**

RESOLVED, by the Board of Supervisors of Jefferson County that pursuant to the provisions of § 40.51(7) of the Wisconsin Statutes, Jefferson County hereby determines to continue to offer the Group Health Insurance Program to eligible personnel through the program of the State of Wisconsin Group Insurance Board, and agrees to abide by the terms of the program as set forth in the contract between the Group Insurance Board and the participating health insurance providers, and

WHEREAS, the Group Health Insurance Board now allows local employers the additional flexibility to offer the Deductible HMO Plan along with the Traditional HMO Plan for separate bargaining units,

We choose to participate in the Traditional HMO Option paired with the Classic Standard Plan (all eligible county employees except protective occupations) and the Deductible HMO Option paired with the Deductible Standard Plan (PO4) for county employees who are protective status pursuant to ETF rules and regulations.

This resolution shall be effective January 1, 2012 (or as soon thereafter as ETF may be able to make the Deductible HMO option paired with the Deductible Standard Plan available to Jefferson County’s protective services employees).

The proper officers are herewith authorized and directed to take all actions and make salary deductions for premiums and submit payments required by the State of Wisconsin Group Insurance Board to provide such Group Health Insurance.

Fiscal Note: It is anticipated that the County will save at least \$69,000 by assigning the protective service employees to the Deductible Standard Plan.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

Requested by
Human Resources Committee

09-13-11

Philip C. Ristow: 09-07-11; 09-08-11

Item 13c

RESOLUTION NO. 2011 - _____

Resolution creating one full-time Court Clerk II – General position

WHEREAS, the Clerk of Court has reallocated supervisory tasks within the Clerk’s office following the vacancy of one Lead Deputy position, and

WHEREAS, further reassignment of Small Claims duties to a Court Clerk II, previously completed by the vacant Lead Deputy position, is needed and requires the creation of another Court Clerk II – General position, and

WHEREAS, the Clerk of Courts has requested the creation of one (1) full-time Court Clerk II – General position and the unfunding of one (1) full-time Lead Deputy Clerk position.

NOW, THEREFORE, BE IT RESOLVED that the 2011 County Budget setting forth position allocations in the Clerk of Courts Office be and is hereby amended to reflect the above change, to become effective upon passage of this resolution

Fiscal Note: A savings of \$2861.74 in wages and benefits is anticipated for 2011 due to the overlapping of pay ranges; therefore, no additional funds are required in 2011. As a budget amendment, 20 affirmative votes are required for passage.

AYES _____

NOES _____

ABSENT _____

ABSTAIN _____

Requested by
Human Resources Committee

09-13-11

Prepared by Terri M Palm-Kostroski, 08-15-11

ORDINANCE NO. 2011-_____

Authorizing the Parks Director to grant permits to groups for park usage outside normal park hours

WHEREAS, there have been numerous requests for use of county parks for group activities after normal park hours, and

WHEREAS, the Parks Committee has reviewed such requests and believes that changes to the ordinance in that regard are appropriate,

NOW, THEREFORE, THE COUNTY BOARD OF SUPERVISORS OF JEFFERSON COUNTY DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Amend Section 8.11, Park Hours, of the Parks Ordinance as follows:

SECTION 8.11. PARK HOURS. All parks, park roads and parking areas shall be closed to the public and vehicular traffic, except police and emergency vehicles, from one-half hour after sunset to one-half hour before sunrise and no person shall remain in parks during said hours, unless authorized by the issuance of a permit therefore by the Parks Director. The Parks Director may grant permits to groups for park usage outside of normal park hours for events consistent with the mission of the Parks Department, and shall report issuance of any such permit promptly to the Parks Committee. [am. 06/13/06, Ord. 2006-09]

Section 2. This ordinance shall be effective after passage and publication as provided by law.

AYES _____

NOES _____

ABSTAIN _____

ABSENT _____

Requested by
Parks Committee

09-13-11

Philip C. Ristow: 09-07-11